

RESOLUTION NO. 14-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPINO AND SONS, INC. FOR THE KEY WEST CITY HALL AT GLYNN ARCHER, PHASE 1 - SELECTIVE DEMOLITION, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 14-007, IN AN AMOUNT NOT TO EXCEED \$483,610.20 (BASE BID PLUS BID ALTERNATE #1 AND A \$50,000.00 UNFORESEEN CONDITIONS ALLOWANCE); AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE ON BEHALF OF THE CITY OF KEY WEST AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 22, 2014 five bids were opened in response to ITB #14-007, for the Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition Project, and four bids were determined to be fully responsive; and

WHEREAS, the bid submitted by Charley Toppino and Sons, Inc. was the lowest responsive bid; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Charley Toppino and Sons, Inc. for the Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition Project in accordance with the terms specified in ITB #14-007 is hereby awarded in an amount not to exceed \$483,610.20, including bid alternate #1, and a \$50,000 unforeseen conditions allowance.

Section 2: That funds for this project are budgeted in account #303-1900-519.62-00, Project #GN1302, and hereby authorized.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West upon the advice and consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19 day of February, 2014.


Authenticated by the Presiding Officer and Clerk of the Commission on 20 day of February, 2014.

Filed with the Clerk on February 20, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Absent</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

FROM: Mike Vieux, Senior Construction Manager, Engineering

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Doug Bradshaw, Director of Port and Marina Services
Jim Bouquet, Director of Engineering

DATE: January 22, 2014

SUBJECT: Resolution approving the award and the City Manager's execution of the contract for Invitation to Bid (ITB) # 14-007: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition, in the amount of \$483,610.20. (Base bid plus Alternate #1 and a \$50,000 unforeseen conditions allowance.)

ACTION STATEMENT:

This Resolution will award the Key West City Hall at Glynn Archer Selective Demolition to Charley Toppino and Sons, Inc. in the amount of \$483,610.20 and approve the City Manager to execute the contract, subject to City Attorney approval. This falls under Infrastructure Goal#4 of the 2011 Strategic Plan which is the long term sustainability of the City's hard assets.

BACKGROUND:

The historic Glynn Archer School is to be completely rebuilt on the interior, leaving the existing exterior walls, as the new Key West City Hall. Phase 1 - Selective Demolition includes environmental cleanup in all buildings, demolition of the one-story addition on the west side (Building C), demolition of various site facilities and selective demolition inside Buildings A and B and the auditorium. The selective demolition in these buildings is designed to expose the structure in a way that will help clear up doubt and attempt to avoid unexpected unforeseen conditions during Phase 2, the main construction project.

The City issued ITB #14-007 for the Selective Demolition and received five (5) bids on January 22, 2014:

- | | | |
|---------------------------|--------------------------|--------------|
| 1. ABC Construction, Inc. | Lump Sum Base Bid: | \$619,000.00 |
| Miami, FL | Alternate #1 (Addition): | \$ 1,500.00 |

EXECUTIVE SUMMARY

- | | | |
|----|---|--|
| 2. | Certified Lower Keys Plumbing
& Burke Construction Group, Inc.
Key West, FL | Lump Sum Base Bid: \$523,691.00
Alternate #1 (Addition): \$ 26,963.00 |
| 3. | Cross Environmental Services, Inc.
Crystal Springs, FL | Lump Sum Base Bid: \$588,815.00
Alternate #1 (Addition): \$ 3,700.00 |
| 4. | D.L. Porter Constructors, Inc.
Tarpon Springs, FL | Lump Sum Base Bid: \$540,747.00
Alternate #1 (Addition): \$ 3,025.00 |
| 5. | Charley Toppino and Sons, Inc.
Key West, FL | Lump Sum Bas Bid: \$427,050.20
\$6,560.00 |

The base bid included demolition of site facilities, environmental cleanup in all buildings, demolition of 1-story Building C and selective demolition in Buildings A and B and the auditorium to reveal the underlying structure for purposes of designing to avoid as many unforeseen conditions as possible in Phase 2. Alternate #1 provides opaque wind screening on the construction fence all around the site. (This fence and screening will remain throughout Phases 1 and 2.)

One bid, from Cross Environmental Services, did not meet the requirements of the bid, failing to provide a list of its subcontractors.

FINANCIAL IMPACT:

Staff has chosen to award the Base Bid, plus Alternate # 1 and a \$50,000 allowance for unforeseen conditions for a total contract price of \$483,610.00 to Charley Toppino and Sons, Inc. The budget for this project was estimated at \$610,000, City Hall account #303-1900-519.62-00, Project #GN1302.

PURPOSE & JUSTIFICATION:

The work will uncover unforeseen conditions so they can be incorporated into the Phase 2 construction bid, as well as getting a head start on the larger demolition portions of the project, including sitework and Building C.

OPTIONS:

There are 2 options at this point:

1. Award the Selective Demolition at Key West City Hall at Glynn Archer and approve the City Manager executing the contract with Charley Toppino and Sons, Inc. The bid was responsive and is within budget.
2. Reject all bids and rebid the project. There is no justification for rejecting all bids and rebidding since Charley Toppino, and Sons, Inc.'s bid was responsive and within budget.

RECOMMENDATION:

Approve the award and the City Manager's execution of the contract, subject to approval of the City Attorney, for Invitation to Bid (ITB) # 14-007: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition to Charley Toppino and Sons, Inc. in the amount of \$483,610.20 (Base Bid plus Bid Alternate #1 and a \$50,000 unforeseen conditions allowance).

CONTRACT

This Contract, made and entered into this day of 2/20 2014 by and between the CITY, hereinafter called the "Owner", and **Charley Toppino & Sons, Inc.** hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT: **Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**, to the extent of the BID made by the Contractor, dated the 20TH day of January, 2014, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of Selective Demolition Specifications for The City of Key West City Hall at Glynn Archer School, dated December 10, 2013, Key West City Hall at Glynn Archer Drawings Phase One – Selective Demolition, dated December 10, 2010, and Addendum No. 1 ITB 14-007, dated January 15, 2014, and are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of twenty-five hundred dollars (\$500) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
20 day of FEBRUARY 2014.



Attest:

Cheryl Smith
Cheryl Smith, City Clerk

By:

Bogdan Vitas, Jr.
Bogdan Vitas, Jr., City Manager

Contractor: CHARLEY TOPPINO & SONS, INC.

Witness: Ronald J. Armstrong

By: Frank P. Toppino Print Name: RONALD J. ARMSTRONG

Print Name: FRANK P. TOPPINO

Title: PRESIDENT

PERFORMANCE BOND

BOND NO. 1018672

AMOUNT: \$ 433,610.20

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,
Charley Toppino & Sons, Inc.

with offices at 8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the CONTRACTOR (Principal), and

The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of New
Hampshire ~~York~~, hereinafter called the SURETY, and authorized to transact business within the State of
Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its
 , hereinafter called the CITY (Obligee), in the sum of:

Four Hundred Thirty Three Thousand Six Hundred Ten Dollars and Twenty Cents DOLLARS (\$ 433,610.20), lawful money
of the United States of America, for the payment of which, well and truly be made to the CITY,
the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents as
follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated February 20, 2014, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of February 20, 2014, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Charley Toppino & Sons, Inc.

CONTRACTOR

By:

James O. Toppino

(SEAL)

Patricia M. Toppino

ATTEST

SURETY The Hanover Insurance Company

By:

William L. Parker

William L. Parker, Attorney-in-Fact & FL Res. Agent

(SEAL)

[Signature]

ATTEST

PAYMENT BOND

BOND NO. 1018672

AMOUNT: \$ 433,610.20

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,
Charley Toppino & Sons, Inc.

with offices at 8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the CONTRACTOR, (Principal), and
The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of
New Hampshire, hereinafter called the SURETY, and authorized to transact business
within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,
represented by its _____, hereinafter called the City (Obligee), in the sum
of: Four Hundred Thirty Three Thousand Six Hundred Ten Dollars and Twenty Cents DOLLARS (\$433,610.20), lawful money of
the United States of America, for the payment of which, well and truly be made to the CITY, and
the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents as
follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for
Key West City Hall at Glynn Archer attached hereto, with the CITY, dated
, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment,
and/or labor in strict and express accordance with said Contract and the plans, drawings (if

any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 20th day of February, 2014, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

CONTRACTOR

Charley Toppino & Sons, Inc.

By: Frank P. Toppino

(SEAL)

Clifford J. Anthony

ATTEST

SURETY

The Hanover Insurance Company

By: William L. Parker
William L. Parker, Attorney-in-Fact & FL Res. Agent

(SEAL)

[Signature]

ATTEST

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of November 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas
Robert Thomas, Vice President

Mary Fitzgerald
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 28th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of February 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glen Margosian
Glen Margosian, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin, A Marsh&McLennan Agency LLC Co 9850 NW 41st Street Suite 100 Miami FL 33178	CONTACT NAME: Edward L Katz	
	PHONE (A/C, No, Ext): (305) 591-0090 FAX (A/C, No): (786) 662-6227	
INSURED Charley Toppino & Sons, Inc. P.O. Box 787 Key West FL 33041	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Indemnity Co of CT	25682
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cert ID 37310

REVISION NUMBER:

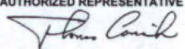
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DTC03202M181TIA-13	5/19/2013	5/19/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
						Empl Benefits Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		DT8103202M181TCT-13	5/19/2013	5/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		DTN03202M18113	5/19/2013	5/19/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: KEY WEST CITY HALL AT GYNN ARCHER , PH 1-SELECTIVE DEMOLITION. PRJ # 1401;
CITY OF KEY WEST AS CONTRACTOR, IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION AS RESPECTS TO GENERAL LIABILITY IN FAVOR OF ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.
ALL OF THE ABOVE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER

CITY OF KEY WEST 604 SIMONTON STREET KEY WEST FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

INTEROFFICE MEMORANDUM

To: Mike Vieux, Senior Construction Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: January 22, 2014
Subject: **PHASE 1 – SELECTIVE DEMOLITION SPECIFICATIONS FOR THE CITY
OF KEY WEST CITY HALL AT GLYNN ARCHER SCHOOL; BID 14-007**

The following bids were opened Wednesday, January 22, 2013 at 3:00 p.m. in response to the above referenced project.

1.	ABC Construction, Inc. 7215 NW 7 th Street Miami, FL 33126	Base Bid: Add Alternate #1:	\$619,000.00 1,500.00
2.	Certified Lower Keys Plumbing & Burke Construction Group, Inc. 1014 White Street Key West, FL 33040	Base Bid: Add Alternate #1:	\$523,691.00 26,963.00
3.	Cross Environmental Services, Inc. P O Box 1299 Crystal Springs, FL 33524	Base Bid: Add Alternate #1:	\$588,815.00 3,700.00
4.	D. L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238	Base Bid: Add Alternate #1:	\$540,747.00 3,025.00
5.	Charley Toppino & Sons, Inc. P O Box 787 Key West, FL 33041	Base Bid: Add Alternate #1:	\$427,050.20 6,560.00

Notice to Bidder: Use Black Ink or Type For Completing the Form.

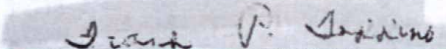
BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition
Project: ITB # 14-007

BIDDER'S INFORMATION

Company Name: CHARLEY TOPPINO & SONS, INC.
Address: P.O. BOX 787
KEY WEST, FL 33041

Contact Name: RONALD J. ARMSTRONG
Email: RONALDJ@TOPPKW.COM
Telephone: 305 296-5606
Fax: 305 296-5189

Signature:  Date: 1-20-14

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the

quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's 1 (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$ 427,050.20 B1

Base Bid Total in Words:

FOUR HUNDRED TWENTY SEVEN THOUSAND, FIFTY DOLLARS
& TWENTY CENTS

_____ U.S. Dollars

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site \$ 6,560.00 A1

Unforeseen Conditions Allowance \$ 50,000.00 C1

Award Total \$ _____ T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

City Hall at Glynn Archer

Pricing Breakdown

1/22/14

City Hall at Glynn Archer - Phase 1 Demolition				
ITEM	QTY	UNIT		TOTAL
General Conditions (Fencing, Temp Power, Etc...)	1	LS	\$	51,535.63
Abatement (All Buildings)	1	LS	\$	100,625.00
Site Demolition (Including Clearing/Grubbing)	1	LS	\$	48,825.00
Tree Removal (Protection, Relocation, Etc...)	1	LS	\$	22,412.50
Building "C" Complete Demolition	1	LS	\$	106,965.00
Building "A" Selective Demolition	1	LS	\$	33,495.69
Building "B" Selective Demolition	1	LS	\$	33,895.69
Auditorium Selective Demolition	1	LS	\$	29,295.69
Total			\$	427,050.20

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: FENCING

Name: ISLAND FENCING

Address: 16 SHORE AVE, KEY WEST, FL 33040

Portion of Work: ELECTRICAL

Name: FL KEYS ELECTRIC

Address: 5730 2ND AVE KEY WEST, FL 33040

Portion of Work: ENVIRONMENTAL SERVICES

Name: COMPLETE PROPERTY SERVICES

Address: 140 SOUTH PINE AVE, OLDSMAR, FL 34677

BIDDER

The name of the Bidder submitting this Bid is: CHARLEY TOPPINO & SON, INC.

Doing business at P.O. BOX 787

City KEY WEST State FL Zip 33041

Telephone No. 305 296-5606

Email Address RONALDJ@TOPPKW.COM

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership,
or of all persons Interested In this Bid as Principals are as follows:

Name

Title

FRANK P. TOPPINO PRESIDENT


EDWARD TOPPINO, SR SECRETARY

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this 20 day of JAN, 2014

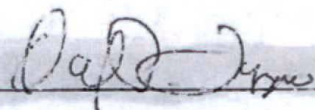
(SEAL)

Name of Corporation CHARLEY TOPPINO & SONS, INC.

By: 

Title: PRESIDENT

Attest:



Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. Not applicable
AMOUNT

\$ 3% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that

Charley Toppino & Sons, Inc., hereinafter called
the PRINCIPAL, and The Hanover Insurance Company, a corporation duly
organized under the laws of the State of New Hampshire having its principal place of business
at 440 Lincoln Street, Worcester, MA 01653 in the State of MA
and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
City of Key West
hereinafter called the Oblige, in the sum of
5% of Bid Proposal Submitted

DOLLARS (\$ -----5%-----) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

TIB 14-097
City Hall at Glynn Archer Ph 1 Selective Demo said Bid, by reference thereto, being
hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Bid and the detailed Specifications entitled:

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 14th day of, January, 2014

Charley Toppino & Sons, Inc.

PRINCIPAL

By

Joseph V. Toppino

President

The Hanover Insurance Company

SURETY

A handwritten signature in dark ink, appearing to read 'Parker', is written over a horizontal line.

Attorney-In-Fact & FL Res Agent - William L. Parker

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Neena M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of November 2011.

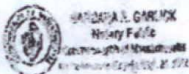
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 28th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the same affixed to the foregoing instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that this said Powers of Attorney are still in force and effect.

This Certificate may be signed by hand and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereof, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures therein may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of January, 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Gloria Margolin, Vice President

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 14-007

_____ for
CITY HALL AT GLYNN ARCHER SELECTIVE DEMO

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.

(Name of entity submitting sworn statement)

whose business address is

P.O. BOX 787, KEY WEST, FL. 33041

_____ and (if applicable) its

Federal Employer Identification Number (FEIN) is 59-2426906 (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is FRANK P. TOPPINO and my relationship to
(Please print name of individual signing)

the entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of an entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of

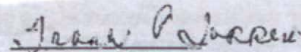
the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(Signature)

JAN. 20, 2014

(Date)

STATE OF FL

COUNTY OF MONROE

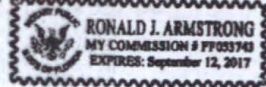
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

FRANK P. TOPPINO who, after first being sworn by me, affixed his/her signature
in the

(Name of individual signing)

space provided above on this 20 day of JAN, 2014

My commission expires:



Ronald J. Armstrong
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Ronald J. Armstrong*

Sworn and subscribed before me this

20 day of JAN, 20 14

Ronald J. Armstrong

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



CONTRACTOR Insurance/Indemnity Requirements

Rev. 7/14/2013

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, CONTRACTOR's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice

endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR**.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: CHARLEY TOPPINO & SONS, INC. SEAL:

P.O. BOX 787, KEY WEST, FL 33041

Address

Signature

FRANK P. TOPPINO

Print Name

PRESIDENT

Title

JAN. 20, 2014

DATE:

MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>TRENCH BOX</u>	<u>EA</u>	<u>1</u>	<u>1,000.00</u>	<u>1,000.00</u>
B. _____	_____	_____	_____	_____



Signature

FRANK P. TOPPINO

Date JAN. 20, 2014

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

FRANK P. TOPPINO, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 20 day of JAN., 20 14

Ronald J. Armstrong

Notary Public

MY COMMISSION EXPIRES:



BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- | | | |
|-----|---|-------|
| 1. | All Contract Documents thoroughly read and understood. | [X] |
| 2. | All blank spaces in Bid Form filled in, using black ink. | [X] |
| 3. | Total and unit prices added correctly. | [X] |
| 4. | Addenda acknowledged. | [X] |
| 5. | Mandatory Site Visit Attended. | [X] |
| 6. | Subcontractors are named as indicated in the Proposal. | [X] |
| 7. | Experience record included. | [X] |
| 8. | Bid signed by authorized officer. | [X] |
| 9. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [X] |
| 10. | Key West Indemnification Form signed by authorized officer. | [X] |
| 11. | Bidder familiar with federal, state, and local laws, ordinances, rules and | |

regulations affecting performance of the work. ☒

12. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. ☒

13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. ☒

14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒

15. Schedule of Values. ☒

16. Bidder must provide satisfactory documentation of State Licenses ☒

17. Anti-Kickback Affidavit. ☒

18. Cone of Silence Affidavit. ☒

19. Public Entity Crimes. ☒

20. Local Vendor Certification. ☒

21. Florida Trench Safety Form signed by authorized officer. ☒

22. Non-Collusion Declaration and Compliance. ☒

23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners ☒

NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF: **MONROE**

BID LETTING OF: **JAN 22, 2014**

I, **FRANK P. TOPPINO**
hereby

(NAME)
declare that I am **PRESIDENT** of **CHARLEY TOPPINO & SONS, INC.**

(TITLE)
Of **KEY WEST** **FL**
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or a greement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

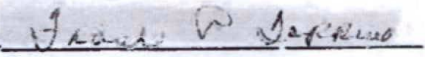

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CHARLEY TOPPINO & SONS, INC.

CONTRACTOR: (Seal)

BY: FRANK P. TOPPINO, PRESIDENT WITNESS: RONALD J. ARMSTRONG
NAME AND TITLE PRINTED

BY:  WITNESS: 
SIGNATURE

Executed on this 20 day of JAN, 2014

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

CHARLEY TOPPINO & SONS, INC. **305 296-5606**

Business Name

Phone:

US HWY # 1, MM 8.5

ROCKLAND KEY, KEY WEST, FL 33040 305 296-5189

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address **25 YEARS**

Frank P. Toppino

Signature of Authorized Representative

JAN. 20, 2014

Date

STATE OF FL

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of JAN, 2014.

By FRANK P. TOPPINO, of CHARLEY TOPPINO & SONS, INC.

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Ronald J. Armstrong

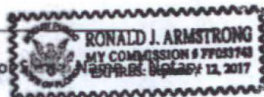
Signature of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Print, Type or



Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor,

professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's

employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

- (d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of **CHARLEY TOPPINO & SONS, INC.** provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: *Frank A. Toppino*

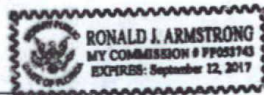
Sworn and subscribed before me this

20 day of JAN, 2014

Ronald J. Armstrong

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA,
AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES
ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-
773, "CODE OF SILENCE" TO PROVIDE FOR LIMITATIONS
AND PROCEDURES REGARDING COMMUNICATIONS
CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS;
PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEAL OF
INCONSISTENT PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency,
fairness and integrity in the competitive solicitation process is best
served by limiting potential bidders, proposers or service providers
from communicating with City officials, employees or selection
committee members; and

WHEREAS, an amendment to add 'code of silence' provisions to the
Code of Ordinances will promote the welfare of the citizens and
visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

Sec. 2-773. Code of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Code of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

*(Coding: Added language is underlined; deleted language is struck-through.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Code of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(5) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Code of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-526 of this Code. Public notice of the Code of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Code of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this day of June 4, 2013.

Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST

Cheryl Smith
CHERYL SMITH, CITY CLERK

Craig Cates
CRAIG CATES, MAYOR

CONE OF SILENCE AFFIDAVIT

STATE OF FL)
)
 : SS
COUNTY OF MONROE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

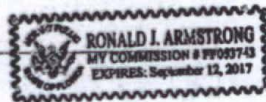
X Frank P. Toppino

Sworn and subscribed before me this

20 day of JAN, 2014.

Ronald J. Armstrong
NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
RUSSELL SICKLE

License No. 11294 Expires 7/31/2015


DISTRICT CERTIFICATION OFFICER

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RG0045389



The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2015

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

TOPPINO, FRANK P
CHARLEY TOPPINO & SONS INC
POST OFFICE BOX 787
KEY WEST FL 33041-0787



RICK SCOTT
GOVERNOR

ISSUED: 08/30/2013 SEQ # L1306300000340
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

**2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2014**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

Owner Name: FRANK TOPPINO; JOHN P TOPPINO
Mailing Address: QUALIFIER
BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING
CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

STATE LICENSE: C9C1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 115-12-00005362 08/19/2013 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2014**

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Owner Name: FRANK P TOPPINO

Mailing Address:
PO BOX 787
KEY WEST, FL 33040

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL/ENGINEERING
CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 115-12-00005363 08/19/2013 125.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2014**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 46110-89800

Owner Name: EDWARD TOPPINO SR

Business Location: 8.5 ROCKLAND KEY

Mailing Address:
P O BOX 797
KEY WEST, FL 33041

KEY WEST, FL 33040

Business Phone:
Business Type: PROFESSIONAL (ENG CLASS I CC 749 A)

0

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 115-12-00005358 08/19/2013 30.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name T AND B DRILLING LLC CtlNbr:0018407
Location Addr M M 9 ROCKLAND KEY
Lic NBR/Class 14-00022594 CONTRACTOR - SPEC WELL DRILLING
Issue Date: September 18, 2013 Expiration Date: September 30, 2014
License Fee \$98.70
Add. Charges \$0.00
Penalty \$0.00
Total \$98.70
Comments: LEONARD, GEORGE, QUALIFIER

Oper: CMLKX Type: OC Drawer: 1
Date: 9/18/13 56 Receipt no: 188857
2014 22594

OR LIC-CONTRACTOR-GENERAL
1.00 1.00 78

KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING, INC

T AND B DRILLING LLC
P.O. BOX 787

Trans date: 9/18/13 Time: 13:48:54

KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & SONS (EDWAR) CtlNbr:0005358
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 14-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date: September 18, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

Oper: CHALKER Date: 9/18/13 56 Type: OC Drawer: 1
2814 17557 Receipt no: 108853
OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC. 59647 \$309.75
\$309.75
\$309.75

CHARLEY TOPPINO & SONS (EDWAR)
EDWARD TOPPINO
P.O. BOX 787
KEY WEST FL 33041

Trans date: 9/18/13 Time: 13:45:39

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK RG) CtlNbr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 14-00023997 CONTRACTOR - REG GENERAL
Issue Date: September 18, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

Oper: CHARLEY Type: (C) Drawer: 1
Date: 9/18/13 56 Receipt no: 188854
2014 23997

LIC OCCUPATIONAL GENERAL

1.00

\$309.75

This document must be prominently displayed.

FRANK P. TOPPINO

\$309.75

\$309.75

CHARLEY TOPPINO & S (FRANK RG)
POB 787

Trans date: 9/18/13 Time: 13:46:41

KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK ENG CtlNbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 14-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: September 18, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Over: CHALKER Type: DC Drawer: 1
Date: 9/18/13 56 Receipt no: 108856
2014 23996

Comments:

1.00 \$309.75

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC. \$309.75

CHARLEY TOPPINO & S (FRANK ENG
FRANK TOPPINO
P.O. BOX 787
KEY WEST FL 33041

Trans date: 9/18/13 Time: 13:47:40

CHARLEY TOPPINO & SONS, INC.**P.O. BOX 787****KEY WEST, FL 33041****305 296-5606****PAST PROJECTS**

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 7 years ago.

1.) CITY OF KEY WEST**P.O. BOX 1409****KEY WEST, FL 33040****305 809-3965**

SCOPE OF WORK: STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, FOUNDATIONS, PIER REPAIR, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT.

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998—2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES

SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES
COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES

2.) MONROE COUNTY

1100 SIMONTON STREET
KEY WEST, FL 33040
305 292-4426

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, LANDSCAPING, ROADWORK, ASPHALT, PLAYGROUNDS.

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street
Tallahassee, FL 32399-0450
(850) 414-4000

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT, HURRICANE CLEANUP, RIP-RAP INSTALL,

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES

3.) **SAUER INC.**
11223 PHILLIPS PARKWAY DR EAST
JACKSONVILLE, FL 32256-15274
904 262-6444

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT.

PROJECTS:

CONTROL TOWER, BOCA CHICA NAS	\$832,000	BOND YES
WEATHER STATION, KEY WEST	\$366,000	BOND YES
NAVAL RESEARCH LAB	\$100,000	BOND NO
REPAIR MARINE OPS, COAST GUARD	\$337,000	BOND NO

4.) **FLORIDA KEY AQUADUCT AUTHORITY**
1100 KENNEDY DRIVE
KEY WEST, FL 33040
305 296-2454

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SIDEWALKS, CURBS, ROADWORK,
ASPHALT, STEEL BUILDING, WATER MAINS, DEMOLITION.

PROJECTS:

FCAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES

5.) **GULF BUILDERS**
P.O. BOX 668307
POMPANO BEACH, FL 33066
954 583-5115

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SANITARY SEWER, WATER MAINS,
INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) **BJ&K CONSTRUCTION**
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS,
ASPHALT.

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) **HEERY INTERNATIONAL**
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK,
PARKING LOTS, ASPHALT.

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$633,000	BOND	YES
POINCIANA ELEMENTARY SCHOOL:	\$2,240,000	BOND	YES

8. **COASTAL CONSTRUCTION**
5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126
305 559-4900

SCOPE OF WORK: SITE WORK, DEMOLITION, FILL, CONCRETE FLATWORK, COLUMNS,
RETAINING WALLS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND	YES
BEACHSIDE CONDOS	\$2,665,000	BOND	YES
POINCIANA ROYALE	\$ 524,520	BOND	YES
HORACE O BRYANT MIDDLE SCH DEMO	\$ 388,081	BOND	YES
HORACE O BRYANT MIDDLE SCH SITE	\$1,553,202	BOND	YES

9.) **HISTORIC TOURS OF AMERICA**
201 FRONT STREET
Key West, Florida 33040
305 296-3609

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK,
PARKING LOTS, ASPHALT.

PROJECTS:

PARK VILLAGE	\$ 317,000	BOND	NO
MARQUESA COURT	\$ 405,000	BOND	NO
KEY COVE LANDINGS	\$ 675,000	BOND	NO

10.) **DEMOYA GROUP**
12209 S. DIXIE HWY
MIAMI, FL 33156
305 255-5713

SCOPE OF WORK: STORM DRAINAGE , INJECTIONS WELLS, ROAD BASE, CONCRETE
WORK.

PROJECTS:

SOUTH ROOSEVELT BLVD. REHAB	\$1,507,000.00	BOND	NO (SUB)
BIG COPPITT US 1 ROAD EXPANSION	\$ 2,157,000	BOND	NO (SUB)

11.) **DL PORTER**
6574 PALMER CIRCLE
SARASOTA, FL 34238
941 929-9400

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK,
PARKING LOTS, ASPHALT.

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND	NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND	NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND	NO
COUCH HARBOR	\$ 210,000.00	BOND	NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND	NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND	NO

12. HARRY PEPPER & ASSOCIATES
215 CENTURY 21 DRIVE
JACKSONVILLE, FL 32216
904 721-3300

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

REPAIR BASE OPERATIONS, BOCA CHICA	\$601,000	BOND NO
ELLISON DRIVE, TRUMBO POINT	\$ 116,000	BOND NO
BEQ, TRUMAN ANNEX	\$ 70,000	BOND NO
JIAFT EAST WAREHOUSE	\$462,000	BOND NO

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO

14. DOOLEY MACK CONTRACTORS
5800 LAKEWOOD RANCH BLVD.
SARASOTA, FL 34240
941 921-4636

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

STEAMPLANT CONDOS	\$1,332,000.00	BOND YES
THE MEADOWS, KEY WEST	\$ 145,000.00	BOND NO

15. BOTANICAL GARDENS
5210 COLLEGE ROAD
KEY WEST, FL 33040
305 296-1504

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS,
BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND
CONSTRUCTION.

BOTANICAL GARDENS PHASE 1 POND	\$329,896.50	BOND YES
BOTANICAL GARDENS PHASE III	\$167,000.00	BOND YES

16. BALFOUR BEATTY MILITARY HOUSING MANAGEMENT LLC
10 CAMPUS BLVD.
NEWTOWN SQUARE, PA 19073
610 355-8051

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS,
BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND
CONSTRUCTION.

RENOVATIONS FAMILY HOUSING MEDICAL CTR	\$141,350.00	BOND NO
RENOVATIONS TO QUARTERS LB, MEDICAL CTR	\$ 39,800.00	BOND NO

17. FL DEPT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FL 32399-3000
305 420-8432

SCOPE OF WORK: BRIDGE REPAIR TO OLD OHIO BAHIA HONDA BRIDGE, MM 38.7, REPAIR
ENTIRE SUPER STRUCTURE DECK, PROVIDE AND INSTALL AL PEDESTRIAN RAILING,
MILL/RESURFACE AND STRIPE, SPALL / CRACK REPAIR.

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
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18. SH MARATHON, LTD.
506 FLEMING ST.
KEY WEST, FL 33040
305 294-6100

SCOPE OF WORK: DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND
BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.

HOLIDAY INN EXPRESS:	\$8,890,227	BOND YES
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19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771
407 688-0600

SCOPE OF WORK: SITEWORK, ENVIRONMENTAL MITIGATION, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

20. SS RAFFERTY, LLC
3717 EAGLE AVE
KEY WEST, FL 33040

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING	\$1,071,586.28	BOND NO
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21. BOTSFORD BUILDERS
937 107th Street Gulf
Marathon, FL 33050
(305) 743-9644

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK.

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
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22. GENERAL ASPHALT
4950 NW 172 AVE
MIAMI, FL 33166
(305) 592-3480

SCOPE OF WORK: EXCAVATION, CLEAR / GRUBBING, ROAD BASE.

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO

23. **WHARTON SMITH**
3547 SW CORPORATE PARKWAY
PALM CITY, FL 34990-8152
(772) 283-2944

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT	\$ 80,134.50	BOND YES
CUDJOE REGIONAL AWRF	\$250,800.00	BOND YES

24. **AJAX BUILDING CORPORATION**
6050 PORTER WAY
SARASOTA, FL 34232
(941) 371-6222

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER,
WATER MAINS, INJECTIONS WELLS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK,
PARKING LOTS, ASPHALT

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
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ADDENDUM NO. 1
ITB – 14-007

To All Bidders:

The following change is hereby made a part of ITB – 14-007 – New City Hall Phase One – Selective Demolition, as fully and as completely as if the same were fully set forth therein:

January 15, 2014

To all general contract bidders and plan holders of record for the Work titled: **KEY WEST CITY HALL AT GLYNN ARCHER PHASE ONE – SELECTIVE DEMOLITION, 1302 WHITE STREET, KEY WEST, FLORIDA**

The proposed Contract documents for the subject project have been modified or clarified as follows:

ITEM #1:

Pre-bid conference:

A mandatory pre-bid conference for the above referenced project was held on Tuesday, January 7, 2014 at the project site. The following were in attendance:

Company	Representative	Telephone	e-mail address
Bender & Associates Archit	Bert Bender	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	David Salay	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	Emily Schulte	305-296-1347	blbender@bellsouth.net
Complete Property Services	George White	813-997-3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwightnearshore@bellsouth.net
DN Higgins	John Creswell	772-215-0156	jcreswell@rnckennacontracting.com
Nearshore Electric	Jeff Kirk	305-294-3991	nearshore@bellsouth.net
DNHI	Paul Waters	305-797-1019	dnhigginskeywest@aol.com
CT&S	Andrew Toppino	305-797-5839	aitoppino@gmail.com
Key Iron Works	Otis May	305-294-0277	omay@kiw-keywest.com
Cross Environmental	James Smith	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Bistow	813-783-1688	cab@crossenv.com
Paragon Construction	Ray Gamez	305-216-4184	paragon@bellsouth.net
ABC Construction	Pablo Arcia	305-663-0322	kmelo@abccconstruction.cc
		Fax 305-267-2403	
ABC Construction	Bobby Arena	305-663-0322	kmelo@abccconstruction.cc
ADS Services, Inc.	Greg Godec	813-465-8006	gregorygodec@msn.com
Grader Mike LLC	Dave Kechoff	305-797-3235	gradermike1@yahoo.com
Charley Toppino	Paul Toppino	305-797-1000	paul@toppino.com
D.L. Porter	Gene Lenhart	813-477-2736	gcl608@aol.com
D.L. Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com

Company	Representative	Telephone	e-mail address
EE&G	Richard Grupenhoff	305-970-8609	rgrupenhoff@eeandg.com
TEM Environmental	Tom McKechnie	305-984-2683	temenvironmental@yahoo.com
P.B. Builders	Tom Moore & Steve Fulcher	305-414-8944	tm07846@aol.com
Toppino's	Richard Toppino	305-797-1002	richardjtoppino@aol.com
Lower Keys Plumbing	Barry Barroso	305-304-1367	barry@clkp.com
Mike Vieux	City of Key West	913-522-9551	mviewx@keywestcity.com

Copies of the actual sign in sheet are on file with the Owner and the Architect and attached to this Addendum.

The project scope was outlined and bidders toured the site. This Addendum addresses general issues raised at the meeting as well as written questions received through January 12, 2014

ITEM #2:

Abatement Issues:

- A. All flooring materials applied over the original tongue & groove wood will be removed. Flooring materials requiring abatement are listed in the EE&G report contained in the Documents.
- B. A list of recyclable hazardous materials is included in the document package for this work.
- C. The minimal amount of lead paint is identified in the documents and shall be disposed of in accordance with federal, state and local regulations.
- D. Indoor air quality (mold) amounts were found to be negligible. See the EE&G report included with the bid documents.
- E. A separate third party HAZMAT consultant will not need to be employed by the Contractor. EE&G has been retained by the City through the Architect's contract and will perform those functions.
- F. Contractors should use caution when removing seats in the auditorium, due to flooring material under the seats which requires abatement.
- G. Building 'B' has ACM flashing on the upper parapet, but this work will be addressed during Phase 2. There is minor roof curb flashing ACM around the clerestory base of Building 'C', which requires abatement.

ITEM #3:

LEED Documentation and Sustainability Issues:

- A. This project is registered with the USGBC (United States Green Building Council) for certification under the LEED (Leadership in Energy & Environmental Design) program. This project has a minimum requirement of silver certification with a goal of attaining gold certification. For purposes of evaluating bid proposals to determine the lowest responsive bidder, include an outline of your proposed recycling/reuse plan. This recycling/reuse plan will be considered to be a part of the total bid package.
- B. Waste diversion from landfill:

This project has a minimum requirement for waste diversion from landfills of 75% with a goal of 95% diversion. Documentation for LEED purposes is required. The design team has determined that reporting by weight is preferable to reporting by volume.

Below is quick and preliminary list of items which we might expect to be hauled off-site and their potential disposition:

DIVERTED:

1. Vegetation and Excavated Soil (excluded from calculations)
2. ACM's and LCM's (excluded from calculations)
3. Crushed concrete sidewalks and curbs
4. Crushed asphalt pavement
5. Concrete (crushed + truck washout)
6. Cement Block
7. Metals
8. Reclaimed/Clean Lumber
9. Windows and Window Glazing
10. Doors and Door Glazing
11. Mechanical and Electrical equipment
12. Historic Chairs
13. Misc. Items (Insulation, PVC pipe, plastic wrap, bags, bottles, aluminum cans and packaging)
14. Cardboard, paper and newsprint

LANDFILL:

15. Acoustical Ceiling Panels (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
16. Gypsum Wallboard (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
17. Carpet (specific measures are needed to ensure viability, otherwise can end up in landfill)
18. Roofing
19. All other Non-recyclable construction waste

Based on those materials, one can argue that WEIGHT will result in a better diversion rate for this project, because the weight of diverted materials 3 thru 14 will far exceed that of materials 15 thru 19.

Include a similar analysis in your recycling/reuse plan. Also address materials which could be reused on site, such as grinding asphalt on site for fill under proposed parking areas.

- C. Waste Management has a recycling program on Rockland Key. In accordance with the requirements of the contract documents the Contractor must document for LEED submission, the tonnage of recycled material. However, the Contractor is free to use any waste coordinator of his choosing. It is the Contractor's responsibility to coordinate, document, and file all LEED on-line forms associated with waste diversion for this project.

- D. Materials scheduled for reuse include the auditorium seats and wood flooring removed from designated locations.

The Contractor will be responsible for removing the 524 auditorium seats, and moving them to the Owner's designated storage facility at a City-owned building, located at Truman Waterfront, at the end of Southard Street in Key West, Florida (next to the US Coast Guard Cutter Ingham Maritime Museum). Seating is to be stored in an orderly manner, to enable examination by the Architect, Owner and prospective buyers. Cover with 6 mil polyethylene sheeting. One hundred of those seats will be retained for the Owner's use at Glynn Archer. The remaining will be offered to the public. Coordinate as required.

Wood flooring designated for salvage will be removed in full sections and stored on site as shown on the Drawings.

All other salvage material, lumber, copper pipe, plumbing fixtures, etc., will become the property of the Contractor for disposal. All proceeds from the distribution of that material will accrue to the Contractor.

ITEM #4:

Existing Condition Clarifications:

- A. The existing live load capacities are 100 PSF at corridors and 75 PSF at classrooms and other locations.
- B. The concrete floor at Building 'C', which is to be demolished entirely, was investigated. A hole was drilled through the floor and found a 6" concrete slab on hard compacted fill. No wall vents were found below the finish floor.
- C. The interior side of the exterior walls will have lead paint abated as may be required by the EE&G report. No other work is required.
- D. All of the interior bearing walls will have lath and plaster removed from both faces leaving the rough framing exposed.
- E. After the finishes are removed from the second floor exterior frame wall on the west side of Building 'A', install diagonal bracing at ¼ points along the length of the wall. Demolished interior framing should be used for these braces.
- F. All floor finishes that are applied over the original wood floors shall be removed and abated in accordance with the EE&G report. Except for specific areas designated for removal, the original T&G will remain. No other work will be required. This wood will be removed for salvage during Phase Two.
- G. Under this contract, all existing rough and finish electrical, plumbing and HVAC in 'A' & 'B' Buildings will be removed, i.e., wiring, panels, fixtures, outlets, switches, water & sewer lines, etc. These items will become the Contractor's property for disposal under the terms of the contract Documents. All proceeds from the disposal of said items will accrue to the Contractor.

ITEM #5:**Utilities**

- A. The Owner will pay all utility bills for temporary electric, water and sewer.
- B. The Contractor is required to install temporary electric service, including setting a temporary pole. The temporary power will remain at the conclusion of this phase for use by the Phase Two Contractor. Coordinate power requirements with Keys Energy Services and the Owner's representative, Mike Vieux. Assume a 200 amp minimum service.

ITEM #6:**Increased Scope Items**

Add the following items to the demolition scope.

- A. Walk-in freezer demolition is included in this scope.
- B. Remove the entire ceiling at the front porch on the east, White Street side, to facilitate inspection by the Architect and Engineer.
- C. A number of furniture items remain in the building. The Contractor will be responsible for disposal of these items. These items will need to be documented for LEED purposes. The Contractor may dispose of them in accordance with the contract documents and may retain any financial or tax benefit from said disposal. A list of items is attached to this Addendum, but said list is not to be considered as "all inclusive".
- D. Provide an additive alternate price to install an opaque windscreen on all chain link fencing to serve as a visual barrier. If accepted, the screen will remain in place throughout the Phase Two construction. New bid form is attached.

ITEM #7:**Miscellaneous Issues**

- A. Refer any complaints from the public to the Owner's representative, Mike Vieux, or the Architect. The Contractor is not obligated to deal with public relations issues.
- B. The City will remove the covered aluminum shelter in the playground area prior to the start of construction. Any associated work on the superstructure is not in this contract. Removal of the concrete slab and any foundations is a part of this contract.
- C. The existing gymnasium building that houses the Boys and Girls Club is not a part of this project. The City will confirm that that Building is on a separate meter, and if required, the City will coordinate installation of a new service.
- D. The fence shown for installation around the gymnasium contains a gate to the City Hall site on the north side of the Gymnasium. Change this single gate to a double gate.

END OF ADDENDUM

Attachments:

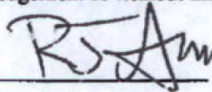
Sign-In Sheets (2 pages)

List of Furniture Items for Removal

Bid Form with Alternate

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

RJARM

A handwritten signature in dark ink, appearing to be 'RJARM', written over a horizontal line.

CHARLEY TOPPINO & SONS, INC.

Signature

Name of Business

**KEY WEST CITY HALL AT GLYNN ARCHER
SELECTIVE DEMOLITION
PRE-BID MEETING
January 7, 2014 11 AM**

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
BENDER + ASSOC ARCHITECTS	P. FERT BENDER	305 296 1347	BLBENDER@BELLSOUTH.NET
	DAVID SALAY		
	EMILY SCHULTE		
Complete Property Service	Gregory White	413 997 3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwrightnearshore@bellsouth.net
DN Higgins	John Creswell	772-215-0156	jcreswell@midwestconstruction.com
Nearshore Electric	Jeff Kirk	305-244-3991	Nearshore@Bellsouth.net
DNHI	Paul Waters	305-797-1019	dhigginskeywest@aol.com
CT & S	Andrew Toppino	305-797-5839	AToppino@GMAIL.COM
KEY ROD WORKS	OTIS MAU	305 294-0277	DNH/EKW-keywest.com
Cross Environmental	JAMES SMITH	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Bistow	813-783-1684	cal@crossenv.com
PARAGON Const.	RAY GAMEZ	305 216-4184	PARAGON@Bellsouth.net
ABC Const	Patricia Garcia	305-663-0322 FAX-305-267-2403	Kmelo@ABCconstruction.cc
ABC Const Bobby Garcia	Bobby Garcia	"	"

**KEY WEST CITY HALL AT GLYNN ARCHER
SELECTIVE DEMOLITION
PRE-BID MEETING
January 7, 2014 11 AM**

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
ADS Services, Inc	Greg Godec	(813) 465-8006	gregorygodec@msn.com
Grades Mike LLC	Dave Kiechoff	305 797-3235	gradesmike@yahoo.com
Charley Toppino	Paul Toppino	797 1000	PAUL@toppinow.com
DL Porter			
DL Porter	Gene Lennhart	813-477-2736	gcl608@aol.com
DL Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com
EFG	Rich Gruperhoff	305-970-8609	rgruperhoff@earthlink.net
TEM Environmental	Tom McKeehanie	305-481-2183	TEMenvironmental@yahoo.com
P.B Builders	Tom Moore Steve Pulchur	305-414-8944	TM07816@aol.com
Toppino	Richard Toppino	305-797-1002	RichardTopping@aol.com
Barry Keys Plumbing	Barry Barroso	305-304-1367	barry@CKP.com
Mike Vicux	Key of KW	915.522.9551	mvicux@keywestcity.com

Glynn Archer -Approximate Loose Furniture Inventory
5-Nov-13

Item	Notes	Bldg A & Aud		Bldg B		Bldg C	Totals
		1st Flr	2nd Flr	1st Flr	2nd Flr		
Small tables	Generally student desks & tables	10	22	7	78	24	141
Small chairs	Generally plastic student chairs	10	20	49	46	24	149
Wheeled chairs	Generally plastic, sim to student chairs	5	1	4	6		16
Larger tables	4' plus in length, some folding	2	15	7	4	23	51
Open bookcases	Various styles & condition	17	20	14	18	25	94
Misc cabinets	Closed, generally poor condition	4	23	3	11	8	49
Café tables	Folding, seat 16					15	15
Display cabinets	One reasonably good condition	3				1	4
Office/teacher desks		4	7	7	4	2	24
Office/teacher chairs		4	1	5		3	13
2-dwr vert files	Most letter, some legal	3	3	1	1	3	11
4-dwr vert files	Most letter, some legal	2	7	2	2	7	20
Aquarium		1					1
Piano & bench		1					1
Lounge furniture	Generally poor condition	1		9			10
E-waste	TV's, comp, micros, o.h. proj, servers, etc.	2	3			18	23
Outdoor	Picnic tables, benches, etc	3					3

625

Note: Does not include misc pieces that are obviously damaged or built-in items.

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$ _____ B1

Base Bid Total in Words:

_____ U.S. Dollars

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site \$ _____ A1

Unforeseen Conditions Allowance \$ 50,000.00 C1

Award Total: \$ _____ T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

Email Address _____

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership,
or of all persons interested in this Bid as Principals are as follows:

Name

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

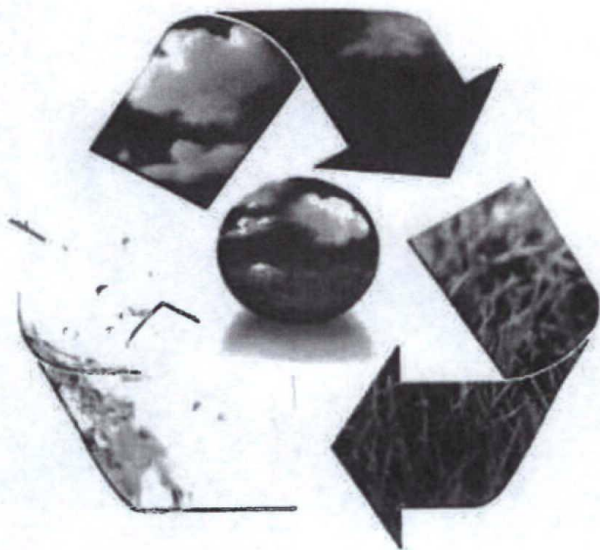
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____



KEY WEST CITY HALL at GLYNN ARCHER

SELECTIVE DEMOLITION

PHASE 1

RECYCLE/REUSE PLAN



Construction Waste & Recycling Plan

Objective:

To attain a recycling rate of 75% for the project per LEED standards.

Approach:

Charley Toppino & Sons has been doing demolition in the Lower Florida Keys for over 60 years, and working in such a geographically isolated area has made our demolition practices slightly different than many other contractors. Materials have always needed to be reused and recycled, simply because importation of building materials is costly. Our equipment operators are trained to separate demolition materials on-site before, during and after demolition, particularly concrete/block materials for reuse at our aggregate processing plant.

Our overall goal for this project is to divert as little material as possible to landfill or incineration, and by doing so we will try to earn as many LEED points for the project as possible. Our approach is fairly simple; we plan on separating as much material as possible before, during and after demolition on-site. Any and all material that can be salvaged for reuse will be made available to the owners or public for reuse.

Materials:

Concrete/Block: Concrete materials will be hauled to our Rockland Key facility for processing and optional reuse as aggregates onsite. Our crushed concrete processing screen produces a number of different diameter aggregates from processes concrete material such as sand, #57 stone, #89 stone, and #4 stone. This will all be done locally as our yard is located only a few miles from the site. Each concrete load will be weighed in before processing into aggregates, creating documentation per LEED standards.

Metals: All metals will be sorted onsite and recycled through Paradise Recycling of Big Pine Key (local recycling company).

Asphalt: All asphalt will be crushed or milled into usable base material for reuse on-site.

Clean Wood: All clean reusable wood material will be made available to the owner or public for reuse.

Windows/Doors: All clean and reusable windows/doors will be made available to the owner or public for reuse.

Mechanical Equipment: All reusable mechanical equipment will be made available to the owner or public for reuse. All non-reusable equipment will be sorted or recycled as scrap through Paradise Recycling.

Misc. (Paper, Plastic Items...): Miscellaneous recyclable items will be thoroughly sorted before, during and after demolition to be recycled through Waste Management Services.

Misc. Reusable Items (Chairs, Etc...): Any miscellaneous reusable items will be made available to the owner or public for reuse.

Outlets for reuse:

Reusable Materials will be offered to the owner or public for re-use, in the event that these materials are not taken we have contacted a few companies that will take donations of certain materials for re-use. Below is their information:

www.planetreuse.com

- This company takes an array of construction materials for reuse on charity projects and other jobs around the US.

www.woodanew.com

- Wood a new is an online marketplace for contractor's to place reclaimed wood material for sale or trade online.

www.reuser.us

- Reuser.us is a Gainesville FL based company that buys and sells reclaimed building materials.

Optional Reuse On-Site:

- Crushed Concrete Aggregates (Base, Landscape Bedding, Etc...)
- Crushed Asphalt Material (Base)
- Mulched Wood and Mulched Tree Debris (Landscape Bedding)

Non-Recyclable or Reusable Material:

Materials such as gypsum wallboard, carpet, insulation, post-consumer plastics, etcetera; to be diverted to landfill.

Record Keeping:

CT&S is to keep records of all loads hauled off site. These tickets will include the date, weight, and material type for LEED purposes. Printed tickets for CT&S recycled aggregates will be generated for incoming loads of concrete/block material. All recycled materials will be ticketed through the receiving recycling company (Waste Management, Paradise Recycling, Etc...) The percentage of recycled material will then be calculated at completion by weight.

SELECTIVE DEMOLITION SPECIFICATIONS

for

**The City of Key West
City Hall
at Glynn Archer School**



December 10, 2013

Submitted by:

Bert L. Bender

Bender & Associates ARCHITECTS p.a.

410 Angela Street Key West, FL 33040 305/296-1347

Bender & Associates



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- H. Section 015000 - Temporary Facilities and Controls
- I. Section 015300 - Temporary Barriers and Enclosures
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- K. Section 015713 - Temporary Erosion and Sediment Control
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- 2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)
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- 2.18 DIVISION 26 -- ELECTRICAL (NOT USED)
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 - 2. Invitation to Bid
 - 3. Statement of No Bid
 - 4. Instructions to Bidders
 - 5. City of Key West Licenses, Permits, and Fees
 - 6. Bid Form
 - 7. Florida Bid Bond
 - 8. Public Entities Crime Form
 - 9. Anti-Kickback Affidavit
 - 10. Insurance Requirements
 - 11. City of Key West Indemnification Form
 - 12. Florida Trench Safety
 - 13. Bidder's Checklist
 - 14. Non-Collusion Declaration and Compliance
 - 15. Local Vendor Certification
 - 16. City Ordinance Sec. 2-799
 - 17. Affidavit of Compliance 2-799
 - 18. Code of Silence Ordinance
 - 19. Code of Silence Affidavit
- B. Contract Forms:
 - 1. Notice of Award
 - 2. Contract
 - 3. Performance/Payment Bonds
 - 4. Notice to Proceed
- C. Conditions of Bid

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions
- B. Section 007300 - Supplementary Conditions
- C. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

PART 2 - BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. ITB 14-007
KEY WEST CITY HALL AT GLYNN ARCHER,
PHASE 1 - SELECTIVE DEMOLITION

ISSUE DATE: DECEMBER 10, 2013

MANDATORY
PRE BID CONFERENCE: JANUARY 7, 2014 AT 11:00 AM (ATTENDANCE IS
MANDATORY FOR ALL BIDDERS)
CONTACT: MICHAEL VIEUX - 305-809-3964
OR S. SNIDER - 305-809-3815

MAIL OR SPECIAL
DELIVERY REPONSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: JANUARY 22, 2014

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # **14-007 Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition** will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on January 22, 2014 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- The project consists of the demolition of the existing Cafeteria Building, selective demolition of portions of the existing historic Glynn-Archer School, salvage of designated elements, limited sitework including demolition of parking, hardscape and related work indicated in the Drawings and Specifications.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, one (1) copy, and 2 flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "**ITB # 14-007 Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.

C. A valid Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Michael Vieux, Senior Construction Manager at (305) 809-3964.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the City, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Bid.

STATEMENT OF NO BID #14-007

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY TO:

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- ☐ Insufficient time to respond to Invitation to Bid
- ☐ Do not offer this product
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (please explain below)
- ☐ Remove us from your "Bidder Mailing List"
- ☐ Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY
NAME: _____

AUTHORIZED
AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. **BIDDER'S UNDERSTANDING**

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of

Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- Cone of Silence Affidavit
- At least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on two flash drives with a single PDF format file of the bid on each flash drive. (two flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. **SUBMISSION OF BIDS**

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 flash drives are required.

9. **MODIFICATIONS OR WITHDRAWAL OF BIDS**

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. **BID SECURITY**

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. **RETURN OF BID SECURITY**

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Base Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Base Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 calendar days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within 14 calendar days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. (This paragraph left blank intentionally)

17. TIME OF COMPLETION

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed complete the project.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

20. **BASE BID AND BID ALTERNATES**

The Bidder will submit a **base bid** using the following criteria:

Total Bid Price for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead and profit required to complete the Work in accordance with the Contract Documents.

The bidder will provide cost adjustments for "**Bid Alternate**" items as follows:
(No Bid Alternates)

21. **UNFORESEEN CONDITIONS ALLOWANCE**

The Unforeseen Conditions Allowance included in the award amount is specifically to cover Field Change Directives that do not constitute a change in scope for the project.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Building Contractors License
- Building/Demolition Permit(s)
- Asbestos Abatement Contractor License

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition
Project: ITB # 14-007

BIDDER'S INFORMATION

Company Name: _____
Address: _____

Contact Name: _____
Email: _____
Telephone: _____
Fax: _____

Signature: _____ Date: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the

quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #14-007

Base Bid Lump Sum Price* \$ _____ B1

Base Bid Total in Words:

_____ U.S. Dollars

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Unforeseen Conditions Allowance \$ 50,000.00 C1

Award Total \$ _____ T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

Email Address _____

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name

Title

_____	_____
_____	_____
_____	_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. _____
AMOUNT

\$ _____

KNOW ALL MEN BY THESE PRESENTS, that

_____ hereinafter called
the PRINCIPAL, and _____ a corporation duly
organized under the laws of the State of _____ having its principal place of business
at _____ in the State of _____
and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of

_____ DOLLARS (\$ _____) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

_____ said Bid, by reference thereto, being
hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Bid and the detailed Specifications entitled:

WHEREAS, It was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of, _____ 20__.

PRINCIPAL

By _____

SURETY

Attorney-In-Fact

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No.

_____ for

2. This sworn statement is submitted by

(Name of entity submitting sworn statement)

whose business address is

_____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of

the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
in the

(Name of individual signing)

space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at least as broad as **CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. **CONTRACTOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONTRACTOR** who is performing any labor, services, or material under the Contract. Further, **CONTRACTOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **CONTRACTOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **CONTRACTOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice

endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR**.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address_____
Signature

Print Name

Title

DATE:

MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me affixed his /her signature in the
space,

provided above on the _____ day of _____, 20____.

Notary Public

(Seal)

MY COMMISSION EXPIRES: _____

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. ☐
2. All blank spaces in Bid Form filled in, using black ink. ☐
3. Total and unit prices added correctly. ☐
4. Addenda acknowledged. ☐
5. Mandatory Site Visit Attended. ☐
6. Subcontractors are named as indicated in the Proposal. ☐
7. Experience record included. ☐
8. Bid signed by authorized officer. ☐
9. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. ☐
10. Key West Indemnification Form signed by authorized officer. ☐
11. Bidder familiar with federal, state, and local laws, ordinances, rules and

regulations affecting performance of the work. []

12. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.

[]

13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file.

[]

14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.

[]

15. Schedule of Values.

[]

16. Bidder must provide satisfactory documentation of State Licenses

[]

17. Anti-Kickback Affidavit.

[]

18. Cone of Silence Affidavit.

[]

19. Public Entity Crimes.

[]

20. Local Vendor Certification.

[]

21. Florida Trench Safety Form signed by authorized officer.

[]

22. Non-Collusion Declaration and Compliance.

[]

23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners

[]

NON-COLLUSION DECLARATION AND

COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: _____

I, _____
hereby

(NAME)

declare that I am _____ of _____

(TITLE)

(FIRM)

Of _____

(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or a greement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been pr omised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____.

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor,

professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's

employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

- (d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of
_____ provides benefits to domestic partners of its employees on the
same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-
799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

ADDENDUM NO. 1
ITB – 14-007

To All Bidders:

The following change is hereby made a part of ITB – 14-007 – New City Hall Phase One – Selective Demolition, as fully and as completely as if the same were fully set forth therein:

January 15, 2014

To all general contract bidders and plan holders of record for the Work titled: **KEY WEST CITY HALL AT GLYNN ARCHER PHASE ONE – SELECTIVE DEMOLITION, 1302 WHITE STREET, KEY WEST, FLORIDA**

The proposed Contract documents for the subject project have been modified or clarified as follows:

ITEM #1:

Pre- bid conference:

A mandatory pre-bid conference for the above referenced project was held on Tuesday, January 7, 2014 at the project site. The following were in attendance:

Company	Representative	Telephone	e-mail address
Bender & Associates Archit	Bert Bender	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	David Salay	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	Emily Schulte	305-296-1347	blbender@bellsouth.net
Complete Property Services	George White	813-997-3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwightnearshore@bellsouth.net
DN Higgins	John Creswell	772-215-0156	jcreswell@mckennacontracting.com
Nearshore Electric	Jeff Kirk	305-294-3991	nearshore@bellsouth.net
DNHI	Paul Waters	305-797-1019	dnhigginskeywest@aol.com
CT&S	Andrew Toppino	305-797-5839	ajtoppino@gmail.com
Key Iron Works	Otis May	305-294-0277	omay@kiw-keywest.com
Cross Environmental	James Smith	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Bistow	813-783-1688	cab@crossenv.com
Paragon Construction	Ray Gamez	305-216-4184	paragon@bellsouth.net
ABC Construction	Pablo Arcia	305-663-0322	kmelo@abconstruction.cc
		Fax 305-267-2403	
ABC Construction	Bobby Arena	305-663-0322	kmelo@abconstruction.cc
ADS Services, Inc.	Greg Godec	813-465-8006	gregorygodec@msn.com
Grader Mike LLC	Dave Kechoff	305-797-3235	gradermike1@yahoo.com
Charley Toppino	Paul Toppino	305-797-1000	paul@toppino.com
D.L. Porter	Gene Lenhart	813-477-2736	gcl608@aol.com
D.L. Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com

Company	Representative	Telephone	e-mail address
EE&G	Richard Grupenhoff	305-970-8609	rgrupenhoff@eeandg.com
TEM Environmental	Tom McKechnie	305-984-2683	temenvironmental@yahoo.com
P.B. Builders	Tom Moore & Steve Fulcher	305-414-8944	tm07846@aol.com
Toppino's	Richard Toppino	305-797-1002	richardjtoppino@aol.com
Lower Keys Plumbing	Barry Barroso	305-304-1367	barry@clkp.com
Mike Vieux	City of Key West	913-522-9551	mviewx@keywestcity.com

Copies of the actual sign in sheet are on file with the Owner and the Architect and attached to this Addendum.

The project scope was outlined and bidders toured the site. This Addendum addresses general issues raised at the meeting as well as written questions received through January 12, 2014

ITEM #2:

Abatement Issues:

- A. All flooring materials applied over the original tongue & groove wood will be removed. Flooring materials requiring abatement are listed in the EE&G report contained in the Documents.
- B. A list of recyclable hazardous materials is included in the document package for this work.
- C. The minimal amount of lead paint is identified in the documents and shall be disposed of in accordance with federal, state and local regulations.
- D. Indoor air quality (mold) amounts were found to be negligible. See the EE&G report included with the bid documents.
- E. A separate third party HAZMAT consultant will not need to be employed by the Contractor. EE&G has been retained by the City through the Architect's contract and will perform those functions.
- F. Contractors should use caution when removing seats in the auditorium, due to flooring material under the seats which requires abatement.
- G. Building 'B' has ACM flashing on the upper parapet, but this work will be addressed during Phase 2. There is minor roof curb flashing ACM around the clerestory base of Building 'C', which requires abatement.

ITEM #3:

LEED Documentation and Sustainability Issues:

- A. This project is registered with the USGBC (United States Green Building Council) for certification under the LEED (Leadership in Energy & Environmental Design) program. This project has a minimum requirement of silver certification with a goal of attaining gold certification. For purposes of evaluating bid proposals to determine the lowest responsive bidder, include an outline of your proposed recycling/reuse plan. This recycling/reuse plan will be considered to be a part of the total bid package.
- B. Waste diversion from landfill:

This project has a minimum requirement for waste diversion from landfills of 75% with a goal of 95% diversion. Documentation for LEED purposes is required. The design team has determined that reporting by weight is preferable to reporting by volume.

Below is quick and preliminary list of items which we might expect to be hauled off-site and their potential disposition:

DIVERTED:

1. Vegetation and Excavated Soil (excluded from calculations)
2. ACM's and LCM's (excluded from calculations)
3. Crushed concrete sidewalks and curbs
4. Crushed asphalt pavement
5. Concrete (crushed + truck washout)
6. Cement Block
7. Metals
8. Reclaimed/Clean Lumber
9. Windows and Window Glazing
10. Doors and Door Glazing
11. Mechanical and Electrical equipment
12. Historic Chairs
13. Misc. Items (Insulation, PVC pipe, plastic wrap, bags, bottles, aluminum cans and packaging)
14. Cardboard, paper and newsprint

LANDFILL:

15. Acoustical Ceiling Panels (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
16. Gypsum Wallboard (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
17. Carpet (specific measures are needed to ensure viability, otherwise can end up in landfill)
18. Roofing
19. All other Non-recyclable construction waste

Based on those materials, one can argue that WEIGHT will result in a better diversion rate for this project, because the weight of diverted materials 3 thru 14 will far exceed that of materials 15 thru 19.

Include a similar analysis in your recycling/reuse plan. Also address materials which could be reused on site, such as grinding asphalt on site for fill under proposed parking areas.

- C. Waste Management has a recycling program on Rockland Key. In accordance with the requirements of the contract documents the Contractor must document for LEED submission, the tonnage of recycled material. However, the Contractor is free to use any waste coordinator of his choosing. It is the Contractor's responsibility to coordinate, document, and file all LEED on-line forms associated with waste diversion for this project.

- D. Materials scheduled for reuse include the auditorium seats and wood flooring removed from designated locations.

The Contractor will be responsible for removing the 524 auditorium seats, and moving them to the Owner's designated storage facility at a City-owned building, located at Truman Waterfront, at the end of Southard Street in Key West, Florida (next to the US Coast Guard Cutter Ingham Maritime Museum). Seating is to be stored in an orderly manner, to enable examination by the Architect, Owner and prospective buyers. Cover with 6 mil polyethylene sheeting. One hundred of those seats will be retained for the Owner's use at Glynn Archer. The remaining will be offered to the public. Coordinate as required.

Wood flooring designated for salvage will be removed in full sections and stored on site as shown on the Drawings.

All other salvage material, lumber, copper pipe, plumbing fixtures, etc., will become the property of the Contractor for disposal. All proceeds from the distribution of that material will accrue to the Contractor.

ITEM #4:

Existing Condition Clarifications:

- A. The existing live load capacities are 100 PSF at corridors and 75 PSF at classrooms and other locations.
- B. The concrete floor at Building 'C', which is to be demolished entirely, was investigated. A hole was drilled through the floor and found a 6" concrete slab on hard compacted fill. No wall vents were found below the finish floor.
- C. The interior side of the exterior walls will have lead paint abated as may be required by the EE&G report. No other work is required.
- D. All of the interior bearing walls will have lath and plaster removed from both faces leaving the rough framing exposed.
- E. After the finishes are removed from the second floor exterior frame wall on the west side of Building 'A', install diagonal bracing at ¼ points along the length of the wall. Demolished interior framing should be used for these braces.
- F. All floor finishes that are applied over the original wood floors shall be removed and abated in accordance with the EE&G report. Except for specific areas designated for removal, the original T&G will remain. No other work will be required. This wood will be removed for salvage during Phase Two.
- G. Under this contract, all existing rough and finish electrical, plumbing and HVAC in 'A' & 'B' Buildings will be removed, i.e., wiring, panels, fixtures, outlets, switches, water & sewer lines, etc. These items will become the Contractor's property for disposal under the terms of the contract Documents. All proceeds from the disposal of said items will accrue to the Contractor.

ITEM #5:**Utilities**

- A. The Owner will pay all utility bills for temporary electric, water and sewer.
- B. The Contractor is required to install temporary electric service, including setting a temporary pole. The temporary power will remain at the conclusion of this phase for use by the Phase Two Contractor. Coordinate power requirements with Keys Energy Services and the Owner's representative, Mike Vieux. Assume a 200 amp minimum service.

ITEM #6:**Increased Scope Items**

Add the following items to the demolition scope.

- A. Walk-in freezer demolition is included in this scope.
- B. Remove the entire ceiling at the front porch on the east, White Street side, to facilitate inspection by the Architect and Engineer.
- C. A number of furniture items remain in the building. The Contractor will be responsible for disposal of these items. These items will need to be documented for LEED purposes. The Contractor may dispose of them in accordance with the contract documents and may retain any financial or tax benefit from said disposal. A list of items is attached to this Addendum, but said list is not to be considered as "all inclusive".
- D. Provide an additive alternate price to install an opaque windscreen on all chain link fencing to serve as a visual barrier. If accepted, the screen will remain in place throughout the Phase Two construction. New bid form is attached.

ITEM #7:**Miscellaneous Issues**

- A. Refer any complaints from the public to the Owner's representative, Mike Vieux, or the Architect. The Contractor is not obligated to deal with public relations issues.
- B. The City will remove the covered aluminum shelter in the playground area prior to the start of construction. Any associated work on the superstructure is not in this contract. Removal of the concrete slab and any foundations is a part of this contract.
- C. The existing gymnasium building that houses the Boys and Girls Club is not a part of this project. The City will confirm that that Building is on a separate meter, and if required, the City will coordinate installation of a new service.
- D. The fence shown for installation around the gymnasium contains a gate to the City Hall site on the north side of the Gymnasium. Change this single gate to a double gate.

END OF ADDENDUM

Attachments:

Sign-In Sheets (2 pages)

List of Furniture Items for Removal

Bid Form with Alternate

**KEY WEST CITY HALL AT GLYNN ARCHER
SELECTIVE DEMOLITION
PRE-BID MEETING
January 7, 2014 11 AM**

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
BENDER + ASSOC ARCHITECTS	BERT BENDER	305 296 1347	BLBENDER@BELLSOUTH.NET
	DAVID SALAY		
	EMILY SCHULTE		
Complete Property Services	George White	813 997 3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwrightnearshore@bellsouth.net
DN Higgins	John Creswell	772-215-0156	jcreswell@mcclannanconstruction.com
Nearshore Electric	Jeff Kirk	305-244-3991	Nearshore@Bellsouth.net
DNHI	Paul Waters	305-797-1019	duhigginskeywest@aol.com
CT & S	Andrew Toppino	305-797-5839	AToppino@GMAIL.COM
KEY IRON WORKS	Oris May	305 294-6277	OrisMay@keywest.com
Cross Environmental	JAMES SMITH	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Bistow	813-783-1684	cal@crossenv.com
PARAGON CONST.	RAY GAMEZ	(305) 216-4184	PARAGON@Bellsouth.net
ABC Const	Pablo Arria	305-663-0322 FAX-305-267-2403	Kmelo@ABCconstruction LLC
ABC Const Bobby Green	Bobby Green	"	"

**KEY WEST CITY HALL AT GLYNN ARCHER
SELECTIVE DEMOLITION
PRE-BID MEETING
January 7, 2014 11 AM**

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
ADS Services, Inc	Greg Godec	(813) 465-8006	gregorygodec@msn.com
Grader Mike LLC	Dave Kierchoff	305 797-3235	gradermike1@yahoo.com
Charles Toppino	Paul Toppino	797 1000	PAUL@toppino.com
DL Porter			
DL Porter	Gene Lennhart	813-477-2736	gcl608@aol.com
DL Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com
ETG	Rich Grupenhoff	305-970-8609	rgrupenhoff@earthlink.net
TEM Environmental	TOM McKechnie	305-984-2183	TEMEnvironmental@yahoo.com
P.B Builders	TOM McKechnie Steve Fulcher	305-414-8144	TM07846@aol.com
Toppinos	Richard Toppino	305-797-1002	RichardTopping@aol.com
Lower Keys Plumbing	Barry Baraboso	305-304-1367	barry@CLKP.com
Mike View	City of KV	913.522.9551	miter@mvview@Keywestcity.com

Glynn Archer -Approximate Loose Furniture Inventory
5-Nov-13

Item	Notes	Bldg A & Aud		Bldg B		Bldg C	Totals
		1st Flr	2nd Flr	1st Flr	2nd Flr		
Small tables	Generally student desks & tables	10	22	7	78	24	141
Small chairs	Generally plastic student chairs	10	20	49	46	24	149
Wheeled chairs	Generally plastic, sim to student chairs	5	1	4	6		16
Larger tables	4' plus in length, some folding	2	15	7	4	23	51
Open bookcases	Various styles & condition	17	20	14	18	25	94
Misc cabinets	Closed, generally poor condition	4	23	3	11	8	49
Café tables	Folding, seat 16					15	15
Display cabinets	One reasonably good condition	3				1	4
Office/teacher desks		4	7	7	4	2	24
Office/teacher chairs		4	1	5		3	13
2-dwr vert files	Most letter, some legal	3	3	1	1	3	11
4-dwr vert files	Most letter, some legal	2	7	2	2	7	20
Aquarium		1					1
Piano & bench		1					1
Lounge furniture	Generally poor condition	1		9			10
E-waste	TV's, comp, micros, o.h. proj, servers, etc.	2	3			18	23
Outdoor	Picnic tables, benches, etc	3					3

Note: Does not include misc pieces that are obviously damaged or built-in items.

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$_____ B1

Base Bid Total in Words:

_____ U.S. Dollars

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site \$_____ A1

Unforeseen Conditions Allowance \$ 50,000.00 C1

Award Total \$_____ T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

Email Address _____

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership,
or of all persons interested in this Bid as Principals are as follows:

Name

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____